

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 3:05-cv-30195-KPN

TERIZA SHEHATOU, INDIVIDUALLY,
CINDY LOUKA P.P.A. TERIZA
SHEHATOU AND SALLY LOUKA
P.P.A. TERIZA SHEHATOU

VS

ANSWER OF DEFENDANT
ALLSTATE INSURANCE COMPANY

CHERYL L. SCHARDT, JAY A.
HOPKINS, P. KEYBURN HOLLISTER,
JOHN R. GOBEL, ALLSTATE
INSURANCE COMPANY and
COMMERCE INSURANCE COMPANY

FIRST DEFENSE

1. The Defendant is without sufficient knowledge to either admit or deny the allegations contained in paragraph 1 and therefore calls upon the Plaintiff to prove the same.
2. The Defendant is without sufficient knowledge to either admit or deny the allegations contained in paragraph 2 and therefore calls upon the Plaintiff to prove the same.
3. The Defendant is without sufficient knowledge to either admit or deny the allegations contained in paragraph 3 and therefore calls upon the Plaintiff to prove the same.
4. The Defendant admits the allegations contained in paragraph 4.
5. The Defendant admits the allegations contained in paragraph 5.
6. The Defendant admits the allegations contained in paragraph 6.
7. The Defendant admits the allegations contained in paragraph 7.
8. The Defendant admits the allegations contained in paragraph 8.
9. The Defendant admits the allegations contained in paragraph 9.
10. The Defendant denies the allegations contained in paragraph 10.
11. The Defendant admits the allegations contained in paragraph

11.

12. The Defendant admits the allegations contained in paragraph 12.

13. The Defendant admits the allegations contained in paragraph 13.

14. The Defendant denies the allegations contained in paragraph 14.

15. The Defendant admits the allegations contained in paragraph 15.

16. The Defendant admits the allegations contained in paragraph 16.

17. The Defendant admits the allegations contained in paragraph 17.

18-23. The allegations contained in paragraphs 18-23 of Counts I through III pertain to Defendants other than the present Defendant and therefore no answer relative thereto is required.

24. In response to the allegations contained in paragraph 24 of Count IV, the Defendant refers to its previous answers as contained herein.

25. The Defendant denies the allegations contained in paragraph 25 of Count IV.

26. The Defendant admits the allegations contained in paragraph 26 of Count IV.

27. The Defendant admits that plaintiff's counsel sent a letter dated February 11, 2005 to the Defendant, but otherwise denies the remaining allegations contained in paragraph 27 of Count IV.

28. The Defendant admits that plaintiff counsel sent a letter dated May 5, 2005 to the Defendant but otherwise denies the remaining allegations contained in paragraph 28 of Count IV.

29. The Defendant admits that an offer of settlement was extended on June 2, 2005, but otherwise denies the remaining allegations contained in paragraph 29 of Count IV.

30. The Defendant admits the allegations contained in paragraph 30 of Count IV.

31. The Defendant admits the allegations contained in paragraph 31 of Count IV.

32. The Defendant admits the allegations contained in paragraph 32 of Count IV.

33. The Defendant denies the allegations contained in paragraph 33 of Count IV.

34. The Defendant denies the allegations contained in paragraph 34 of Count IV.

SECOND DEFENSE

The Defendant at all times acted reasonably and did not violate Chapter 93A or Chapter 176D and therefore the matter must be dismissed.

Wherefore, the Defendant demands that the action be dismissed together with costs.

The Defendant hereby claims a trial by jury.

MILTON, LAURENCE & DIXON
Attorneys for Defendant

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